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# **SUMMARY PLAN DESCRIPTION OF THE PRIMARY CARE ASSOCIATES PENSION AND PROFIT SHARING PLAN**

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JANUARY 1, 2020

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OF THE  
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Table of Contents

	<u>Page</u>
INTRODUCTION .....	1
WHEN YOU MAY PARTICIPATE .....	2
CONTRIBUTIONS .....	3
INVESTMENTS .....	5
VESTING .....	6
DISTRIBUTIONS AND WITHDRAWALS .....	8
SOME ADDITIONAL THINGS YOU SHOULD KNOW .....	10
STATEMENT OF ERISA RIGHTS.....	12

THE FACT THAT THE EMPLOYER HAS ESTABLISHED THIS PLAN OR THAT YOU ARE A PARTICIPANT IN THE PLAN DOES NOT CONFER ANY RIGHT TO FUTURE EMPLOYMENT WITHIN THE COMPANY. **NO PLAN MAINTAINED BY THE EMPLOYER IS INTENDED TO CREATE ANY CONTRACTUAL RIGHT OF EMPLOYMENT, AND NOTHING CONTAINED THEREIN OR IN THIS SUMMARY PLAN DESCRIPTION SHALL BE CONSTRUED AS A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME OR FOR ANY SPECIFIC TYPE OF WORK. RIGHTS GRANTED TO RETIRED OR TERMINATED EMPLOYEES ARE SPECIFICALLY LIMITED AND NO ADDITIONAL RIGHTS ARE HEREBY CONVEYED OR GRANTED.**

THE PLAN SPONSOR MAY AT ANY TIME MAKE CHANGES TO THE PROVISIONS OF THE PLAN. THOSE CHANGES COULD INCLUDE THE COMPLETE ELIMINATION OF BENEFITS FOR ALL INDIVIDUALS OR CERTAIN GROUPS OF INDIVIDUALS. THE PLAN SPONSOR MAY ALSO OTHERWISE TERMINATE, MODIFY, OR AMEND ALL OR ANY PORTION OF THE PLAN AT ANY TIME.

**SUMMARY PLAN DESCRIPTION  
OF THE  
PRIMARY CARE ASSOCIATES PENSION AND PROFIT SHARING PLAN**

**INTRODUCTION**

This booklet is a summary description of the Primary Care Associates Pension and Profit Sharing Plan (the “Plan”). The companies that have adopted the Plan are called “employers.” You may get a complete list of the employers that have adopted the Plan by writing to the Plan Administrator, or you may examine the list where you work.

This summary explains some of the features of the Plan to you. We have tried to make our explanation easier to understand than the legal documents that make up the Plan. In translating from legal language to everyday language, we have done our best to explain the Plan correctly. **However, if this summary says anything that disagrees with the legal documents, the terms of the legal documents will control.** If, after reading the summary, you have any questions or wish to see the Plan document, please contact the Plan Administrator.

You can read the legal documents that make up the Plan at:

Primary Care Associates, LLC  
7111 East 21<sup>st</sup> Street North, Suite A  
Wichita, Kansas 67206

You can also read them where you work by giving written notice to the Plan Administrator. You can get a personal copy of these documents by writing the Plan Administrator at the above address and by paying a fee to cover copying costs.

The Plan Administrator has full power to administer this Plan, including without limitation, the power to make discretionary interpretations and to make factual findings with respect to any issue arising under the Plan. The Plan Administrator’s interpretation will be final and conclusive on all persons.

**This summary reflects the terms of the Plan on the revision date shown on the cover.**

## **WHEN YOU MAY PARTICIPATE**

### **When Will I Become A Participant In The Plan?**

The Plan has two features – a elective deferral and employer contribution feature. You will become a participant in these features in accordance with the following provisions.

#### **Elective Deferral Feature --**

Eligible employees who have attained age 18 may join the elective deferral features as soon as administratively practicable after their date of hire or if later, attaining age 18.

#### **Employer Contribution Features --**

You will become a participant in the profit-sharing and matching features of the plan on the first entry date (January 1, April 1, July 1, and October 1) after you reach age 18 and have completed one year of service.

However, you may not join or otherwise participate in the Plan if you are covered by a collective bargaining agreement or classified as an independent contractor or leased employee by the employer.

### **What Is A Year Of Service?**

A “year of service” is each year that you work at least 1,000 hours. (A “year” is the 12-month period that begins on the date you are hired and thereafter switches to the calendar year.) Here are some examples that show how these rules work:

- John (date of birth -- August 11, 1990) was hired on September 15, 2019, and worked for the employer for at least 1,000 hours between September 15, 2019 and September 14, 2020. Assuming John meets the other requirements of the Plan, John will become a participant in the elective deferral feature of the Plan on September 15, 2019 (or as soon as possible) and will become a participant in the Employer contribution features of the Plan on October 1, 2020 which is the first entry date after completing one year of service and attaining age 18.
- Joe (date of birth -- March 10, 2003) was hired on October 15, 2019. Assuming Joe meets the other requirements of the Plan, Joe may join the elective deferral features on March 14, 2021 (which is his 19<sup>th</sup> birthday) and will become a Participant in the employer contribution feature on April 1, 2021, which is the first entry date after Joe’s 18<sup>th</sup> birthday and completing one year of service.

### **What Is An “Hour Of Service”?**

In general, an hour of service is any hour for which you are paid or entitled to payment for your work.

### **What If I Leave And Come Back?**

If your employment terminates and you are later rehired, you may join the Plan again when you are rehired, assuming you previously met the requirements for joining the Plan (see, “When Will I Become A Participant In The Plan?” above). If you were not eligible to join the Plan prior to terminating employment, you may not join the Plan upon your return until all requirements for joining the Plan have been satisfied.

## **CONTRIBUTIONS**

### **How Much Can I Save In The Plan?**

You can voluntarily elect to save up to 75% of your pay in the Plan (your “pay” includes your base pay and any overtime and cash bonuses that you receive during the year while a participant in the Plan).

When you first join the Plan, you will be asked how much you want to save. However, you cannot save more than \$19,500 (as adjusted by the IRS). Your savings will then be deducted from your pay and allocated to your salary reduction account in the Plan until you change or stop your election.

You may elect to put your savings into the Plan on either a before-tax or after-tax basis (the after-tax contribution feature is referred to as a designated Roth contribution). If you save on a before-tax basis, your salary will be put into the plan before you pay income tax, but not social security taxes. This generally means that you will pay less federal income tax for years when you save through the Plan. For most participants, this advantage extends to state income taxes too.

If you elect to save on an after-tax basis (i.e., elect to make Roth contributions), your contributions will be taxed currently. However, distributions of your Roth contributions, along with any earnings, are not subject to tax provided that you are at least age 59½ and the distributions occur at least five years after you first made a Roth after-tax contribution to the Plan.

### **Will My Employer Make A Matching Contribution To The Plan?**

There is no required matching contribution. The Company, in its sole discretion, will determine how much will be contributed to the Plan as a matching contribution.

A separate account will be set up to keep track of your employer’s matching contributions. Matching contributions are subject to the Plan’s vesting schedule (see discussion

below). The employer may establish such procedures as it deems appropriate to contribute matching contributions.

### **May I Contribute Any Additional Amounts To The Plan?**

You may elect to contribute an additional “catch up” amount to the Plan if you are: (i) age 50 by the end of the calendar year, (ii) contributing at the maximum Plan and legal limitations, and (iii) satisfy all other applicable IRS rules. Catch-up contributions are fully (100%) vested. The applicable catch-up dollar amount for 2020 is \$6,500. After 2020, the applicable dollar amount may be adjusted by the IRS for cost of living increases.

### **May I Change My Savings Election?**

Yes. As a general rule, you may increase or decrease the amount of your savings by notifying the Plan Administrator of your desire to change your saving election. Your change will be implemented as soon as administratively practicable. Unless you notify the Plan Administrator of a change in your savings election, your savings election will continue.

To ensure that special Internal Revenue Service rules governing savings plans are satisfied, the Plan Administrator may refuse to honor your savings request or may reduce or cancel your savings election at any time. If the amount you decide to save in the Plan is affected by these rules, you will be notified.

### **Will My Employer Make A “401(k) Safe Harbor” Contribution To The Plan?**

Your employer will make a “safe harbor contribution” equal to 3% of your eligible compensation.

A separate account will be set up to keep track of your employer’s safe harbor contributions, and you will be fully (100%) vested in those amounts.

### **Will My Employer Make A Profit Sharing Contribution To The Plan?**

There is no required employer profit sharing contribution. The employer, in its sole discretion, will determine how much will be contributed each year to the Plan as a discretionary profit sharing contribution.

### **How Much Of The Profit Sharing Contribution Will Be Allocated To My Account?**

Because of special design features in this Plan, the employer may make different contributions for each participant.

### **May I Transfer Money To The Plan From Another Plan?**

Participants who receive a distribution from certain types of retirement arrangements may be able to contribute the distribution to this Plan as a “rollover contribution.” If you are

interested in making a rollover contribution, contact the Plan Administrator in order to determine if the distribution from your present retirement arrangement may be rolled over into this Plan.

In order to make a rollover contribution, you must file a written request to do so with the Plan Administrator, and also provide any appropriate documentation that the Plan Administrator may require. If you are permitted to make a rollover contribution, a separate rollover account will be established on the books of the Plan that will be fully vested. Of course, the amount contributed is subject, like all Plan assets, to gains and losses that may increase or reduce the amount contributed.

### **Are There Any Other Limits On Contributions?**

Special rules of the Internal Revenue Code (Section 415) may limit the amount which can be contributed to your account in a plan year. The combined limit of annual additions is the lesser of \$56,000 (as adjusted by the Internal Revenue Service) or 100% of your compensation. To determine how you may be affected by the Internal Revenue Code provisions if you exceed these limits, you should consult the Plan Administrator. A contribution made due to a mistake of fact or a contribution for which a tax deduction is disallowed can be returned to the employer within one year of being made or the deduction being disallowed. Your account would be adjusted for the returned amount.

## **INVESTMENTS**

### **How Are My Funds Invested?**

Currently, you may invest your accounts in a wide variety of investment funds offered by the Plan. You may obtain a list of the Plan's investment options from the Plan Administrator. You should obtain and carefully review each fund's prospectus, as well as the other available materials relating to your investments.

Unless you elect otherwise, your funds will be invested in an age appropriate Vanguard Target Date Retirement Fund. The Vanguard Target Date Retirement Fund charges fees which impact the overall investment performance of the fund. You should refer to the fund prospectus and annual and semi-annual reports for the details of these funds.

You may get more information about the investment funds (including information regarding the annual operating expenses of each Fund, any sales charges or transaction fees associated with each Fund, and a copy of the Fund's prospectus), trading restrictions and about how to make your investment choices, from the Plan Administrator.

Because you direct the investment of your accounts, this Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and neither the employer, Trustee, other Plan fiduciary, nor any other person will be liable for any losses which result from your investment direction. This means that you bear all risks associated with the investment of your accounts.

## How Is My Proportionate Share Of Trust Gains And Losses Determined?

Amounts contributed to the Plan will be invested in the fund or funds you select. Any gains or losses in the value of each fund will be allocated to your account.

## VESTING

### When Do I Vest In The Plan?

If you leave the employer (voluntarily or involuntarily) for any reason other than after your normal retirement age, disability, or death, you will be entitled only to the “vested” percentage of your matching and profit sharing accounts. You are always fully (100%) vested in your salary reduction, safe harbor, catch-up, and rollover accounts.

The extent to which you are vested in your matching and profit sharing accounts depends on the number of vesting computation years you have accumulated. The vesting schedule is as follows:

<u>Vesting Computation Years</u>	<u>Percentage Vested</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

Thus, your account will vest according to the number of vesting computation years with which you are credited. When you have six or more vesting computation years, you will be entitled to the entire amount of your matching and profit sharing accounts at the time and in the manner provided in the Plan. If you leave before accumulating six vesting computation years, the nonvested portion of your matching and profit sharing accounts is subject to forfeiture.

Example: Bill has a profit sharing account balance of \$1,000. Bill quits employment at a time when Bill has four vesting computation years and prior to normal retirement date. Bill is vested in 60% of his profit sharing account (or a total of \$600).

### What Is A “Vesting Computation Year”?

Subject to certain break in service rules, you are credited with one “vesting computation year” for each calendar year during which you complete at least 1,000 hours of service with the employer. If you desire additional information on the break in service rules, please contact the Plan Administrator.



## **What Happens To The Nonvested Portion Of My Account If I Terminate Employment?**

In general, forfeiture of the nonvested portion of your matching and profit sharing accounts will occur as soon as there are five consecutive breaks in service (a break in service is defined as a plan year during which you do not complete more than 500 hours of service) or the date you receive a distribution from the Plan, whichever is earlier. Generally, the portion of your matching account which is forfeited will be used to reduce the employer's matching contribution or used to pay for administrative expenses. The portion of your profit sharing account that is forfeited will be allocated in the same manner as the employer's profit sharing contribution is allocated or used to pay administrative expenses.

## **What If I Receive A Distribution And Am Later Rehired?**

If you are rehired before incurring five consecutive breaks in service, any amount forfeited from your employer matching and profit sharing account will be restored to you if, within the repayment period, you repay the Plan the amount you previously received as a distribution. If you fail to repay back to the Plan within the repayment period, or if you are rehired after incurring five consecutive breaks in service, your right to restoration of any forfeited benefits will expire.

The repayment period will end on the earliest of (i) the last day of the plan year in which you have five consecutive breaks in service, (ii) your death, (iii) five years after you are rehired or (iv) the date the Plan is frozen or terminated. The funds required to restore your account would come from a special allocation of forfeitures or a special employer contribution.

## **What If I Become Disabled?**

If you become disabled while you are employed by the employer, you will be entitled to receive the full (100% vested) value of your accounts in the Plan.

You will be considered disabled for purposes of the Plan only if you are eligible to receive Social Security disability benefits. The Plan Administrator may require you to submit to an independent medical examination and retains the right to make the final determination of whether or not you are disabled.

## **What Happens If I Retire After My Normal Retirement Age?**

If you retire after your normal retirement age (age 65) you are entitled to receive the full (100% vested) value of your Plan accounts.

## **What Happens If I Die?**

If you die while employed by the employer, your beneficiary or beneficiaries will be entitled to receive the full (100% vested) value of your accounts.

## **DISTRIBUTIONS AND WITHDRAWALS**

### **What Happens To My Money When I Leave?**

You are entitled to receive a distribution of the vested portion of your accounts when your employment terminates.

### **When Will I Get My Money?**

When you terminate employment, the vested portion of your account will normally be paid as soon as administratively possible after the Plan Administrator receives your properly completed distribution request form (forms can be obtained from the Plan Administrator). If your vested interest is more than \$5,000 in the Plan, you may delay payment until your required beginning date (generally April 1st after the year in which you reach age 70½).

If your vested accounts do not exceed \$5,000 (excluding your rollover account)] the Plan Administrator may make a “cash-out” distribution to you. If the Plan Administrator elects to make a “cash-out” distribution to you and your vested accounts exceed \$1,000 and you do not elect otherwise, the Plan Administrator will establish an individual retirement account (“IRA”) for your benefit. Your IRA will be governed by the terms and provision of the IRA document (including any beneficiary designation) and your IRA will be invested in a fund or funds designed to preserve principal and liquidity (e.g. money market account). After your funds have been transferred to your IRA, you alone are responsible for all decisions concerning your IRA, including but not limited to all investment decisions, beneficiary designations, etc. In addition, all fees, costs and expenses associated with establishing and maintaining your IRA will be deducted from your IRA. For further information concerning the name of the IRA provider and the establishment of the IRA you should contract the Plan Administrator. All other questions concerning your IRA should be addressed to the IRA provider.

### **How Will My Money Be Paid?**

Your vested benefits will be paid to you in the form of a single lump sum payment.

### **How Will My Money Be Paid If I Die?**

In the event of death, your account will be paid to the person that you name as your beneficiary. If you are married and want to name someone other than your spouse as your beneficiary, you may do so. However, your spouse must sign a consent form in the presence of a notary public.

You may name a beneficiary on forms provided by the Plan Administrator. **YOU SHOULD BE SURE TO NAME A BENEFICIARY. IF YOU CHANGE YOUR MIND OR IF YOUR BENEFICIARY DIES, YOU SHOULD PROMPTLY NAME A NEW BENEFICIARY.** For estate planning purposes, you should talk to your tax adviser or lawyer to determine who should be your beneficiary.

If you die without naming a beneficiary, your benefits will be paid to your spouse. If you are unmarried, your benefits will be paid to your surviving children, if you have any, otherwise to your estate. If you have no spouse or children, your benefits will be paid to your estate.

### **How Much Will I Get?**

You will get the vested balance that was in your account on the date it is paid to you.

### **Does The Plan Permit Me To Borrow Money From It?**

The Plan permits you to borrow from your accounts. The general limitation on the amount which can be borrowed at any time is the lesser of \$50,000 or 50% of your vested account balances. These limits must take into account all your loans from all qualified plans of the employer and affiliated companies. You may only have \_\_\_\_\_ loans outstanding at any time.

To obtain a loan, you must:

- a. File a written application for a loan with the Plan Administrator.
- b. Grant an assignment of 50% of your account as security for the loan and provide such other security as the Plan Administrator may require.
- c. Execute a promissory note and such other documents as the Plan Administrator may require.
- d. The minimum loan amount is \$1,000.

The period of the loan cannot exceed five years and the loan will bear a reasonable rate of interest as determined by the Plan Administrator.

Any loan you make is treated as an asset of your account. Therefore, all earnings or losses attributable to the loan are allocated solely to your account and the loan is not treated as a general asset of the Plan. NOTE: The failure to make timely loan repayments will result in taxable income. If you are under age 59½, you may be required to pay a 10% penalty tax.

### **May I Take Money Out Of The Plan While I Am Still Working?**

Under special and strict IRS rules, you are permitted to withdraw your own savings contributions (but not any earnings thereon) while you are still employed, if you have a financial hardship. Upon written application (the Plan Administrator can furnish you with a form) you may receive a hardship withdrawal from the Plan, but only if you have first received all non-taxable distributions and loans available to you from all employer plans, and only if it is necessary in light of your immediate and heavy financial needs. The amount cannot exceed the amount required by the hardship. The term financial hardship is defined as (i) a monetary need due to a major illness or disability as described by Section 213 of the Internal Revenue Code,

experienced by you or a member of your immediate family or primary beneficiary, or (ii) payments for burial or funeral expenses for your deceased parent, spouse, children, dependents or primary beneficiary.

You may also elect to withdraw all or any portion of your vested accounts after you reach age 59½ for any reason.

You must pay income taxes on any money that you take out of the Plan. If you are under age 59½, you may also be required to pay a penalty tax. The current penalty tax rate is 10%. However, distributions of your Roth contributions, along with any earnings, are not subject to tax provided that the distribution occurs at least five years after you first made a Roth after-tax contribution.

## **SOME ADDITIONAL THINGS YOU SHOULD KNOW**

### **Taxes**

Presently, federal income tax laws do not require you to report contributions to the Plan and investment gains on your account as income. However, when your account is ultimately distributed to you, such as upon your retirement, you must report generally the Plan distributions you receive as income (except for qualifying Roth distributions and amounts properly rolled over to another qualified retirement arrangement or IRA). If you are under age 59½, you may be required to pay a 10% penalty tax. **You should consult your own tax advisor with respect to the proper method of reporting any distribution you receive from the Plan.** Additional information is available in Publication 575, which is available from your nearest Internal Revenue Service office or on the internet at the Internal Revenue Service website.

### **Benefit Claim Procedure**

If you make a claim for a benefit under the Plan and your claim is denied, the Plan Administrator will generally inform you of the denial within 90 days of its decision and will explain why your claim was denied. You will then have 60 days to request in writing a review of this decision. As a part of that appeal, you may examine any documents that are relevant to your claim, and make additional comments in writing to the Plan Administrator. You will generally be notified of the final decision within 60 days and receive an explanation for the final decision. The time periods to respond may be lengthened under certain circumstances.

### **If You Are Incapacitated**

If you are entitled to benefits but lack the legal capacity to use them in your best interests, the Plan Administrator may pay your benefits to your legal representative or to some other person who will use them for your benefit. This provision of the Plan might apply, for example, if you are mentally ill at the time you are to receive benefits. Also, this provision might apply if you were to die and your beneficiary is a minor.

**Plan Name**

The official name of the Plan is the Primary Care Associates Pension and Profit Sharing Plan.

**Plan Sponsor**

The Plan is sponsored by Primary Care Associates, LLC, 7111 East 21<sup>st</sup> Street North, Suite A, Wichita, Kansas 67206.

**Plan Year**

For the purpose of maintaining the Plan's financial records, the plan year is the 12-month period ending on December 31.

**Plan Administration**

The Plan is administered by Primary Care Associates, LLC who is the "Plan Administrator." The Plan Administrator may be contacted by writing to Primary Care Associates, LLC, 7111 East 21<sup>st</sup> Street North, Suite A, Wichita, Kansas 67206 or by calling (316) 684-2851.

**Plan Trustee**

The Plan Trustee Emprise Bank and its address is 257 North Broadway, Wichita, Kansas 67202.

**Plan Identification**

The Plan is identified by the following numbers in filings with government agencies:

Primary Care Associates, LLC, Employer I.D. No.: 48-1252306

Plan Number: 001

**Type Of Plan**

The Plan is known as a 401(k) profit sharing plan.

**Benefit Insurance**

The Pension Benefit Guaranty Corporation (PBGC) will not insure benefits payable under a 401(k) profit sharing plan. For this reason, the benefits provided under this Plan are not insured by the PBGC.

## **Costs And Fees**

All costs, fees and expense associated with your account (e.g. operating expenses, investment manager fees, rollovers fees, check writing fees, etc.) may be charged to, or deducted from, your account.

## **Assignment Or Attachment**

In general, your interest in the Plan is not subject to assignment, attachment, transfer, or other legal encumbrance or process. However, as required by federal law, your account shall be subject to and payable in accordance with a “qualified domestic relations order” entered by a court in connection with a divorce, marital, or child support proceeding. In the event such an order is received, the Trustee will be directed to make payment from your account in accordance with that order. The Plan’s procedures for handling such orders are available without charge from the Plan Administrator upon written request. Your account will be reduced by the amount of any payment made pursuant to a qualified domestic relations order.

## **Where To Serve Legal Process**

The person designated to receive service of legal process for the Plan is Charlene Bui, 7111 East 21<sup>st</sup> Street North, Suite A, Wichita, Kansas 67206. Legal process may also be served on the Plan Trustee or Plan Administrator.

## **“Top Heavy” Rules**

If the Plan becomes “top heavy,” special rules requiring minimum benefits may apply to some participants. Under federal law, the Plan will become “top heavy” if 60% or more of all benefits are payable to certain key employees. If the Plan becomes top heavy, you will be notified of any effect it will have on your benefits.

## **Plan Amendment And Termination**

The employer or its duly authorized delegate has the right to change or terminate the Plan at any time. In the event this Plan is terminated, or if it were amended to eliminate future benefits, you would be notified of such action to the extent required. In addition, if the Plan is terminated, you will become fully (100%) vested in your account. In the event of Plan termination, your benefits would generally become distributable, and would be paid as described above.

## **STATEMENT OF ERISA RIGHTS**

As a participant in this Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all participants shall be entitled to:

## **Receive Information About Your Plan And Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

## **Prudent Actions By Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, union, or any other person, may fire you or otherwise discriminate against you in any way in order to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day (as adjusted) until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits, you may file suit in a state or federal court after you have exhausted your administrative remedies under the Plan. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal Court after you have exhausted your administrative remedies under the Plan. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance With Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the office of the Employee Benefits Security Administration (formerly Pension and Welfare Benefits Administration), Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.